


<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING	PAGE OF <b>01</b>   <b>39</b> PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER <b>AG-9A28-S-06-0039</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>05/26/2006</b>	6. REQUISITION/PURCHASE NUMBER Colestine/Masterson
7. ISSUED BY <b>USDA Northern Province Acquisitions, Redding Offc</b> <b>3644 Avtech Parkway, Redding, CA 96002</b>		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Block 7 until 1630 local time 06/26/2006  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: 	A. NAME <b>LELA STAWICKI</b>	B. TELEPHONE NO. (NO COLLECT CALLS) Area Code/Number/Extension <b>530-226-2453</b>	C. E-MAIL ADDRESS <b>lstawicki@fs.fed.us</b>
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### 11. TABLE OF CONTENTS

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### OFFER (Must be fully completed by offeror)


NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) 	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
15B. TELEPHONE NO. (Include area code and extension)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN  ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 33 (REV.9-97)

Prescribed by GSA - FAR (48 CFR) 53.214(c)

**PART I—THE SCHEDULE**  
**SECTION B--SUPPLIES OR SERVICES AND PRICES**  
**SCHEDULE OF ITEMS**

Task/Critical Subtask	Estimated Acres	Cost Per Acre	Total Cost
<b>1. <u>THIN AND RELEASE PLANTATIONS BY MASTICATION</u></b> <b>(Masterson)</b>			
Reduce conifers to 76 trees per acre (24 x 24 ft spacing).	109	\$ _____	\$ _____
<b>2. <u>THIN AND RELEASE PLANTATIONS BY MASTICATION</u></b> <b>(Colestine)</b>			
Reduce conifers to 76 trees per acre (24 x 24 ft spacing).	100	\$ _____	\$ _____
<b>3. <u>THIN AND RELEASE PLANTATIONS BY MASTICATION</u></b> (Colestine) <b>(OPTIONAL ITEM)</b>			
Reduce conifers to 76 trees per acre (24 x 24 ft spacing).	47	\$ _____	\$ _____
<b>TOTAL</b>	<b>256</b>		\$ _____
<b><u>See Unit Information Sheet, Section J.</u></b>			

**Offerors should refer to Sections L and M to gain an understanding of what should be submitted with their offer.**

**SECTION C – DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK****C.1 SCOPE OF CONTRACT**

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and incidental services necessary, except for those designated as Government-furnished, to perform work as defined in this Performance Work Statement (PWS). Work includes pre-commercial thin and release of conifer plantations of approximately 256 acres by means of mastication.

This project is essential to retain a diversity of forest species, meet specific resource objectives, promote conifer growth, stand health, provide for resilience to wildland fire, insects, disease, and control stocking to provide sustainable future timber yields and improve wildlife habitat conditions in Wildland Urban Interface land.

Estimated start work date will be July 10, 2006. All work to be accomplished by November 1, 2006.

**C.2 LOCATION AND DESCRIPTION**

These services are to be performed on the Klamath National Forest on the Scott River Ranger District, Siskiyou County, California and Jackson County, Oregon.

**C.3 DEFINITIONS****GENERAL**

**ACCEPTABLE QUALITY LEVEL (AQL).** Maximum deviation from the performance standard.

**BEST VALUE.** The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

**CONTRACTING OFFICER'S REPRESENTATIVE (COR).** A Government person designated by the contracting officer with authority to act within the scope the delegated authority.

**PERFORMANCE-BASED SERVICE CONTRACTING.** A contracting method intended to ensure that required performance quality levels are achieved and that the Contractor's total payment is related to the degree services meet contract performance standards.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS).** An abridged version (summary) of the Performance Work Statement showing contract requirements, tasks/subtasks, standards and acceptable quality levels. The PRS may also contain an abridged version of the Quality Assurance Surveillance Plan showing the Government's method of surveillance, incentives, and fee reductions for not meeting standards.

**PERFORMANCE STANDARD.** Standard of performance required by the Government.

**PERFORMANCE WORK STATEMENT (PWS).** Specific requirements the contractor must meet in performance of the contract. The PWS contains required services (tasks/critical subtasks), performance standards, acceptable quality levels, and incentives/disincentives.

**QUALITY ASSURANCE.** Actions taken by the Government to assure services meet contract requirements.

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) or QUALITY ASSURANCE PLAN (QAP).** Written document showing Government surveillance method and scheduling to be used to assess contractor's performance against the performance standard.

**QUALITY CONTROL.** Those actions taken by a contractor to control the performance of services to ensure services meet the requirements of the Performance Work Statement.

**STATEMENT OF OBJECTIVES.** A Government prepared document stating the overall solicitation objectives. It is used in those solicitations where the intent is to provide the maximum flexibility to each offeror to propose an innovative development approach.

**STATEMENT OF WORK.** A Government prepared document, developed through a job analysis, describing performance requirements and related performance standards.

**TREE DIAGRAM.** A visual representation of the major functions performed by a system that shows logical parts and subparts.

## **TECHNICAL**

**AVERAGE SPACING** – The average of the distance between all leave trees necessary to provide the desired number of leave trees per acre.

**BRUSH** - Low, woody plants having many stems arising from or near the ground (Examples include vine maple, hazel, huckleberry, manzanita, ocean-spray, Ceanothus species, silktassel, wild rose, and ribes species).

**CONIFER** - A cone-bearing tree with needles or leaf scales (e.g. pine, fir, cedar)

**CROP TREE** - A tree without excessive mechanical damage or phenotypic defects and insect or disease infestation and which has a live crown ratio of greater than 30 percent. Phenotypic defects include forked tops, sweeps in the bole and crooked boles. The top will not be broken out and leader growth will be 4 inches or greater

**DAMAGED TREES** - Any tree greater than 4 feet tall with a diameter less than 12" at DBH with one or more of the following injuries:

- (a) Any true fir that has any bark cut or removed to the cambium regardless of the amount.
- (b) Any other tree species that has bark cut or removed to the cambium from more than 25 % of the circumference of the bole. This applies to the largest three stems for hardwoods in a sprout clump,
- (c) Any tree that has a broken top.
- (d) Any tree that has had 25% or more of the live limbs or branches broken or removed by mechanical operations.

**EXCESS TREE** - Any conifer not masticated by the Contractor which should have been masticated.

**HARDWOODS** - A tree with broad leaves rather than needles (e.g. oak, maple, madrone)

**LEAVE TREE** - A tree selected to be left in the stand. Leave tree is synonymous with crop tree.

**RELEASE** – The cutting of vegetation around a suppressed leave tree.

**RIPARIAN RESERVES** – They include unstable and potentially unstable areas that are not associated with a riparian area, but are primary sources for wood and sediment. Riparian Reserves occur at the margins of standing and flowing

water, intermittent stream channels, ephemeral ponds, seeps, springs and wetlands.

**SPACING** – The horizontal distance from the trunk of one leave tree to the trunk of the next nearest leave tree measured center to center.

**TREE BOLE** - The main stem or trunk of a tree.

**IMPROPERLY MASTICATED TREE** - Any conifer masticated by the Contractor which should not have been masticated, or which was not masticated.

**MASTICATION** - The masticator is a tracked vehicle about 10 feet wide and of low ground pressure that uses a rotating head with teeth to treat unwanted trees, hardwoods, brush, and slash. The material is not chipped, but is shredded into small enough pieces to come in contact with the ground to aid in more rapid decomposition. The masticator drives on a bed of masticated material protecting the soil and further compacting the slash. This operation will be used to thin and release plantations.

**DBH** - Diameter at breast height; the diameter of a tree measured at a point 4 1/2 feet above the ground on the uphill side of the tree.

**DISEASED TREES** - Trees infected with dwarf mistletoe in the live crown, sugar pine trees showing branch flagging or cankers due to white pine blister rust. Other examples would be dwarf mistletoe presence.

**EXCESS TREES** - A tree that was left standing but should have been cut to meet spacing standards or trees-per-acre requirements.

**SLASH** - All debris resulting from operations including stems, limbs and tops of trees, and brush.

**SUPPRESSED TREE** - Any tree with less than 30% of its total height in live green crown or with less than 3 inches of current leader growth.

## **C.4 GOVERNMENT-FURNISHED PROPERTY**

Maps

## **C.5 CONTRACTOR-FURNISHED ITEMS**

Quality Control Plan

The contractor shall establish and maintain a Quality Control Program to ensure the requirements of the contract are achieved. One copy of the contractor's Quality Control Plan shall be provided with the Offeror's initial proposal (see Section L)

Warning signs

Warning signs shall be posted at the edge of the unit while working to alert oncoming traffic of the safety hazards associated with this operation.

Equipment

Equipment shall be in good operating condition and shall be of a low ground pressure type not to exceed 6 psi. Contractor shall furnish all fuel, lubricants, replacement parts and personnel necessary for the operation of this equipment. Contractor shall ensure that prior to moving on to the project area all off-road equipment is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds.

## **C.6 TASKS/CRITICAL SUBTASKS AND STANDARDS**

The prescription objective is based on the overall composition and conditions of the stand and is intended to be a guideline for achieving a high quality final product in a professional manner. The Contractor shall use their silvicultural knowledge to identify and adjust to any conditions within the stand and notify the Contracting Officer of any conditions not addressed in the prescription. The Contractor shall recognize any insect, disease, or animal damage problems and report them to the Contracting Officer.

### **THIN AND RELEASE PLANTATIONS BY MASTICATION**

The Contractor shall thin and release conifers in individual stands, meeting Quality Standards in the PERFORMANCE REQUIREMENTS SUMMARY.

When masticating, the following guidelines will apply:

- 1) The masticator will be operated on slopes of 45 percent or less.
- 2) Soil moistures will be below 18 percent.
- 3) The track-mounted excavator will not operate within 50 feet of any perennial/intermittent stream less than 1 foot wetted width, however, the arm of the masticator may reach within this 50-foot buffer to treat competing vegetation (approximately a 30 foot reach). For perennial streams greater than 1 foot wetted width, a 100-foot buffer will be designated. Consultation with the District fisheries biologist and/or hydrologist will occur to determine if any additional buffer width is needed for a particular hydrologic interim RR.
- 4) The track-mounted excavator will not operate beyond break-in slope of any inner gorge.
- 5) Dry intermittent streams may be crossed by the track-mounted excavator/masticator at designated sites only after field review and approval by District fisheries biologist and/or hydrologist. No perennial streams will be crossed.
- 6) In units within riparian reserves, where currently greater than 80 percent shade exists, at least 80 percent will be maintained.
- 7) Sugar pine shall be left whenever possible. These trees will not be considered in spacing requirements or in trees per acre counts.
- 8) All Pacific yew trees (*Taxus brevifolia*) will be left and no work will be performed within 5 feet of the trees. These trees will not be considered in spacing requirements or in trees per acre counts.
- 9) Knobcone pine shall not be left as a leave tree unless no conifer is present.
- 10) Contractor shall minimize erosion and compaction. Equipment shall not be operated when ground conditions are such that excessive damage will result. After use of skid roads and/or yarding corridors, said skid roads and/or yarding corridors shall be covered with slash or chips to a minimum of 1 inch. The COR may

specify certain areas to be hand water-barred. Water bars shall be constructed at a 45-degree angle to the ground and shall be wide enough to cover entire width of road/corridor and shall be to a depth of 6 inches, minimum.

**SECTION D--PACKAGING AND MARKING**

For this Solicitation, there are NO clauses in this Section.



**SECTION E--INSPECTION AND ACCEPTANCE****FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES****52.246-4 Inspection of Services--Fixed-Price (AUG 1996)****E.1 SURVEILLANCE PLAN / INSPECTION**

- E.1.1 The Government will inspect completed units as a basis for acceptance and payment and provide recommendations to improve work quality while work is in progress. The Contractor is responsible for providing quality control to assure that work complies with the contract specifications.
- E.1.2 When project units are completed and ready for inspection the Contractor shall, within three days, provide a written notice, Notification of Completed Work (see Illustration No. 1) to the COR. The notification record shall include: 1) project unit names, 2) unit acres, 3) work dates, 4) supervisor/inspector name, 5) work quality percentage and 6) supervisor signature and date. Inspection plot cards as required in Section C shall accompany the written notification. Government inspection of completed units will not occur until such notification and plot inspection cards are received by the COR.
- E.1.3 Government inspections will be made on a series of 1/20-acre (26.3 foot radius horizontal distance) plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain at least a 5 percent sample of the work unit.
- E.1.4 Each inspection plot will be evaluated for compliance with all contract specifications as follows:
  - a. Each inspection plot will be divided into four quadrants based on cardinal directions. Each quadrant will be evaluated for compliance with all contract specifications. Quadrants meeting all contract specifications will receive two points. Quadrants found to have one contract violation will receive one point. Quadrants found to have two or more contract violations will receive no points. A maximum of eight points is possible for each plot.
  - b. Factors evaluated in each quadrant shall include:
    - 1) Cut leave trees.
    - 2) Presence of damaged leave trees.
    - 3) Presence of conifers, hardwoods and brush not cut in accordance with the contract specifications (e.g. stump height, lodged trees, limb length).
    - 4) Proper tree spacing - the distance from a leave tree located in a quadrant to the nearest leave tree, located either inside or outside of the plot.

- 5) Presence of damaged riparian tags/flagging or hardwoods in riparian areas.
- 6) Presence of unshredded slash.
- 7) Shredded slash depth not in accordance with the specifications.

**E.1.5**      Work Quality Percentage (WQP)

E.1.5.1      WQPs are derived from data developed from inspection plots.

E.1.5.2      Work quality is determined by dividing the total number of points earned by the total number of points possible (8 x number of plots taken). This figure multiplied by 100 provides the WQP percentage.

Example:

Number of plots inspected =	25
Total points possible (8 x 25) =	200
Total points earned =	180
WQP = (180 / 200) x 100 =	90%

**E.2**      **ACCEPTANCE**

E.2.1      Work will be accepted or rejected on a unit basis.

E.2.2      Acceptable Quality Level (AQL) - A minimum AQL of 90 percent is required.

E.2.3      Unsatisfactory Work Quality

E.2.3.1      Based on inspection results, if units fall below the AQL of 90 percent, the CO will immediately notify the Contractor in writing and instruct the Contractor to improve the quality of the work. If the quality of the work is not raised to the AQL of 90 percent after written notification, the CO may issue a suspend work order to resolve the problem, during which time contract time will continue to run.

E.2.3.2      If untreated or unsatisfactorily treated areas are the primary reason for unsatisfactory work, the area shall be reworked to obtain the AQL of 90 percent.

E.2.4      When units fall below the AQL of 90 percent, rework may be required. When instructed by the COR, the Contractor shall rework the unit one time for reinspection by the Government. If the unit again fails to meet the AQL of 90 percent, the CO has the option of accepting the unit at the work quality percent calculated from inspection plots or of ordering the Contractor to rework the unit again. If the CO elects to accept the unit at the work quality percent calculated after rework, the Contractor will be paid based on the results of the reinspection. The Contractor shall be charged for all the Government's reinspection costs.

**E.3**      **PAYMENT**

E.3.1      Payment will be made for completed units for the actual number of acres completed, inspected and accepted by the Government, less the adjustment in payment based on the work quality level percentage, if any. If the work quality percentage equals or

exceeds 90, full payment (100 percent) will be made for the number of acres inspected and accepted by the Government on the completed units. Payment for units accepted by the CO which do not meet the AQL of 90 percent will be made at a rate determined by multiplying the actual inspection percentage by the bid price.

E.3.2 Payment will be made for completed units only.

E.3.3 Method for Measurement and Payment

E.3.3.1 The acreage for the purpose of payment is measured on the horizontal plane.

E.3.3.2 Roads do not require treatment and have been excluded from the acreage to be measured and paid for under the contract.

E.3.3.3 The Contractor may, at any time during the course of the contract, request remeasurement of any unit it is felt that the acreage stated in the contract is incorrect. If remeasurement indicates that a variance of 5 percent or less exists, the Contractor will pay for the actual cost of the remeasurement. Under this condition, payment for the unit will be made on the acreage stated in the contract. If remeasurement indicates the actual variance is greater than 5 percent, payment for the unit will be based on the remeasured acreage.

#### **E.4 CONTRACTOR QUALITY CONTROL INSPECTION**

The Contractor shall assure themselves that performance meets contract specifications, in accordance with Inspection of Services – Fixed Price (FAR 52.246-4), prior to requesting the Government to inspect for payment or acceptance. Upon completion of a unit, the Contractor shall contact the Contracting Officer to set a mutually agreed upon date for inspection of completed work. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

### PERFORMANCE REQUIREMENTS SUMMARY

REQUIREMENT	TASKS AND CRITICAL SUBTASKS	QUALITY STANDARDS	ACCETABLE QUALITY LEVEL	MEANS OF MEASUREMENT	INCENTIVES/ DISINCENTIVES
<b>1.)  <u>Thin and Release Plantations by Mastication</u>              (Masterson)</b>	<b>All Brush</b>	Masticate all brush 8” from the ground and 18” from obstacles, such as rock. Slash no more than 12” deep.	90%  Environmental Protection Standards 100%	100% periodic visual with random plots if quality appears substandard.	Quality of work to be documented in performance rating.  Rework at no additional charge to Government if below 90% and \$20.00 /hr. deduction for Government re-inspection.
	<b>Hardwoods</b>	Masticate hardwoods less than 6” DBH. Retain up to 10 hardwoods per acre. Cut stump height not > 8” & sever all live limbs from stump. Slash less than 4’ length and no more than 12” deep.			
	<b>Conifer</b>	Reduce to 24 x 24 foot spacing. Average 76 trees per acre. Masticate conifers less than 12” DBH. Masticate all dead or damaged conifers < 12” DBH. Cut stump height not > 8” & sever all live limbs from stump. Slash less than 4’ length and no more than 12” deep.			
	<b>Safety</b>	Safety issues have Foremost consideration; operator to discuss issues w/COR			
	<b>Resource Protection</b>	Minimize erosion and compaction by covering tracts with slash or chips. Construct water bars.			Reconstruct damaged areas at no additional charge to Government.

### PERFORMANCE REQUIREMENTS SUMMARY

REQUIREMENT	TASKS AND CRITICAL SUBTASKS	QUALITY STANDARDS	ACCETABLE QUALITY LEVEL	MEANS OF MEASUREME NT	INCENTIVES/ DISINCENTIVES
<b>2. &amp; 3.)  <u>Thin and Release Plantations by Mastication</u>            (Colestine)</b>	<b>All Brush</b>	Masticate all brush 8” from the ground and 18” from obstacles, such as rock. Slash no more than 12” deep.	90%  Environmental Protection Standards 100%	100% periodic visual with random plots if quality appears substandard.	Quality of work to be documented in performance rating.
	<b>Hardwoods</b>	Masticate hardwoods less than 6” DBH. Retain up to 10 hardwoods per acre. Cut stump height not > 8” & sever all live limbs from stump. Slash less than 4’ length and no more than 12” deep.			Rework at no additional charge to Government if below 90% and \$20.00 /hr. deduction for Government re-inspection.
	<b>Conifer</b>	Reduce to 24 x 24 foot spacing. Average 76 trees per acre. Masticate conifers less than 10” DBH. Masticate all dead or damaged conifers < 10” DBH. Cut stump height not > 8” & sever all live limbs from stump. Slash less than 4’ length and no more than 12” deep.			
	<b>Safety</b>	Safety issues have Foremost consideration; operator to discuss issues w/COR			
	<b>Resource Protection</b>	Minimize erosion and compaction by covering tracts with slash or chips. Construct water bars.			Reconstruct damaged areas at no additional charge to Government.

**SECTION F--DELIVERIES OR PERFORMANCE****FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.242-15 Stop Work Order (AUG 1989)  
52.242-17 Government Delay of Work (APR 1984)

**AGAR 452.211-74 Period of Performance (FEB 1988)**

The period of performance of this contract is from date of Notice to Proceed through November 1, 2006.

## **SECTION G--CONTRACT ADMINISTRATION DATA**

### **AGAR 452.215-73 Post Award Conference (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at a time and place to be determined.

### **GOVERNMENT-FURNISHED PROPERTY**

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

*Project Maps*

## **SECTION H--SPECIAL CONTRACT REQUIREMENTS**

For this Solicitation, there are NO clauses in this Section.



**PART II--CONTRACT CLAUSES****SECTION I--CONTRACT CLAUSES****FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far/](http://www.arnet.gov/far/)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
52.204-4	Printed or Copied Double- Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
52.215-2	Audit and Records -- Negotiation (JUN 1999)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)
52.219-6	Notice of Total Small Business Set-Aside (JUN 2003)
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-9	Small Business Subcontracting Plan (JUL 2005) ( <i>Applicable if &gt; \$500,000</i> ) Alternate II (Oct 2001)
52.219-14	Limitations on Subcontracting (DEC 1996)
52.219-16	Liquidated Damages --Subcontracting Plan (JAN 1999) ( <i>Applicable if &gt; \$500,000</i> )
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 2005)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (APR 2002)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001)
52.222-41	Service Contract Act of 1965, as Amended (JUL 2005)
52.222-44	Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002)
52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (AUG 2003)

52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.232-1	Payments (APR 84)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-17	Interest (JUN 1996)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)
52.244-6	Subcontracts for Commercial Items (FEB 2006)
52.245-1	Property Records (APR 1984)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003)
52.246-25	Limitation of Liability—Services (FEB 1997)
52.248-1	Value Engineering (FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

#### AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.237-70	Loss, Damage, Destruction or Repair (FEB 1988)
452.237-75	Restrictions Against Disclosure (FEB 1988)

#### **52.204-7 Central Contractor Registration (Oct 2003)**

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly

executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

## **52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) *Definition.* As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

### **Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution

Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B- Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

#### **FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
 It Is Not A Wage Determination.*

<b>Employee Class</b>	<b>Monetary Wage--Fringe Benefits</b>
Heavy Equipment Operator, WG-5	\$16.56

#### **FAR 52.244-6 Subcontracts for Commercial Items (DEC 2004)**

(a) *Definitions.* As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
- (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **FAR 52.246-20 Warranty of Services (MAY 2001)**

(a) *Definition.* "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor *within 30 days from the date of acceptance by the Government*. This notice shall state either--

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

### **PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

#### **SECTION J--LIST OF ATTACHMENTS**

Vicinity Map (separate attachment)	1
Project Area Maps (separate attachments)	2
Fire Plan	5
Detailed Unit Information Chart	2
Injury and Illness Prevention Program	1
Wage Determination (separate attachment)	



**FIRE PLAN FOR CONSTRUCTION AND SERVICE CONTRACTS****4-19-2005****(Ref: FSH 6309.32 and 6309.11)****1. SCOPE:**

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish a suppression plan for fires within the contract area. The contract area is delineated by map in the contract. The provisions set forth below also specify conditions under which contract activities will be curtailed or shut down.

**2. RESPONSIBILITIES:****A. Contractor**

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the contract, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.
- (3) Shall complete the Contractor's Plan Regarding Personnel and shall furnish the Contracting Officer (CO) with a copy prior to commencing work at the site. Shall currently advise the CO of any changes in personnel as the changes occur. Shall revise Section 6.B to reflect current activities upon request of the CO.

**B. Forest Service**

The Forest Service may conduct one or more inspections for compliance with the fire plan. The number, timing, and scope of such inspections will be at the discretion of agency employees responsible for contract administration. Such inspections do not relieve the Contractor of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

**3. TOOLS AND EQUIPMENT:**

- A. The Contractor shall comply with the following requirements during the fire precautionary period as defined by unit administering contracts unless waived in writing:

The Fire Precautionary Period is **May 1 to December 31.**

Shall equip all diesel and/or gasoline-operated engines, both stationary and mobile, and all flues used in any contract and camp operations with spark arresters that meet Forest Service standards set forth in the National Wildfire Coordinating Group publication for Multiposition Small Engines, #430-1, or General Purpose and Locomotive, #430-2. Spark arresters are not required on equipment powered by exhaust-driven turbo-charged engines or motor vehicles equipped with a maintained muffler as defined in California Public Resources Code (CPRC), Section 4442 and 4443.

Shall furnish and have available for emergency use on each piece of equipment used in conjunction with performance of the work as listed below, hand tools and/or equipment as follows (CPRC 4427, 4428 and 4431):

- (1) One shovel, one axe (or pulaski) and a fully charged fire extinguisher U.L. rated at 2-A:10-B:C, or larger, on each truck, personnel vehicle, tractor, grader and other heavy equipment. Contractor shall equip each mechanized harvesting machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, stroke delimeter, etc), except tractors and skidders, with at least two 4A:80-B:C fire extinguishers, or equivalent. In addition, concentrations of wood dust and debris shall be removed from such equipment daily.
- (2) One shovel and one backpack 5 gallon water-filled tank with pump with each welder.
- (3) One shovel and one pressurized chemical fire extinguisher for each gasoline-powered tool, including but not restricted to chain saws, soil augers, rock drills, etc. Fire extinguishers shall be of the type and size set forth in

the California Public Resources Code Section 4431. Shovel must be kept within 100 feet from each chain saw when used off cleared landing areas.

(4) The Contractor is ( ) is not ( **X** ) required to furnish a sealed box of fire fighting tools, to be located in the operating area, at a point accessible in the event of fire. This box shall contain:

- \_\_\_\_\_ 5-gallon, backpack pump-type fire extinguisher filled with water;
- \_\_\_\_\_ axes;
- \_\_\_\_\_ McCleod fire tools;
- \_\_\_\_\_ serviceable chain saw of three and one-half or more horsepower with a cutting bar 20 inches in length or longer;
- \_\_\_\_\_ shovels so that each employee at the operation can be equipped to fight fire.

The box shall remain unlocked, but be sealed with a Forest Service seal to be broken for emergency use only.

All tools and equipment required above shall be in good workable condition and shall meet the following Forest Service requirements for fire tools:

(a) Shovels shall be size "O" or larger and be not less than 46 inches in overall length.

(b) Axes (or pulaskis) shall have 2-1/2 pound or larger heads and be not less than 28 inches in overall length.

The Contractor is ( ) is not ( **X** ) required to furnish a water tank truck or trailer on or in proximity to the contract area during the Fire Precautionary Period and meet the following minimum specifications: contain at least 300 gallons of water; a combination straight stream-fog nozzle with 300 feet of one-inch fire hose, with no segment longer than 50 feet; fire hose with nozzle closed shall be capable of withstanding 200 psi pump pressure without leaking, slipping of couplings, distortions, or other failures; nozzle discharge rating of six to 20 gallons per minute; a pump capable of delivering 23 gallons per minute at 175 pounds psi at sea level; power unit for pump shall have fuel for at least two hours operation, with ample transport available for immediate and safe movement of tank over roads serving the contract area; and shall be in good working order; pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread.

Shall furnish two tractor headlights for each tractor dozer, tractor headlights shall be attachable to each tractor and served by an adequate power source

B Any additional fire plan requirements:

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#### 4. **GENERAL**

A. **State Law.** The Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.

B. **Permits Required.** The Contractor must secure a special written permit from the District Ranger or designated representative before engaging in any of the activities listed below. The terms and conditions of any of the permits required for this contract are as shown on copies attached to the Fire Plan.

(1) Blasting and Storage of Explosives and Detonators. (Explosives Permit required by California Health & Safety Code, Section 12101.)

(2) Burning.

(3) Air Pollution. (Issued by local State or County Air Pollution Control Districts, as applicable.)

(4) Camp, Lunch and Warming Fires.

(5) Welding and Cutting.

- C. **Regulations for Burning.** Before setting any fires whatsoever, the Contractor shall notify the CO of his/her intentions. Special care shall be taken to prevent scorching or causing any damage to adjacent structures, trees, and shrubbery. Piles of material to be burned shall be of such size and so placed that during burning no damage shall result to adjacent objects.
- D. **Smoking and Fire Rules.** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter (CPRC 4423.4). In areas closed to smoking, the CO may approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.
- F. **Welding.** Contractor shall confine welding activity to cleared areas having a minimum radius of ten feet measured from place of welding.
- G. **Blasting.** Contractor shall use electric caps only. When blasting is necessary in slash areas, a watchperson equipped with shovel and a water-filled backpack can (5 gallon), with hand pump, shall remain in the immediate area for an hour after blasting has been completed.
- H. **Oil Filter and Glass Jugs.** Contractor shall remove from National Forest land all oily rags and used oil filters. Contractor shall prohibit use of glass bottles and jugs on contract operations.
- I. **Reporting Fires.** As soon as feasible, after initial control action is taken, within 1 hr, the contractor shall notify Forest Service of any fires along roads or project area within designated contract.
- J. **Communications.** Contractor shall furnish an agreed upon communication system connecting each operation with the designated Forest Service Dispatch Center. The communications system shall be capable of contacting the designated Forest Service Dispatch Center within five (5) minutes of discovery of a fire in the Contractor's operating area. The communications system shall be operable during the Contractor's operation in the fire precautionary period.
- K. **Fire Patrol Person.** When required, the sole responsibility of the patrol person shall be to patrol the operation for prevention and detection of fires and to take suppression action where necessary. By agreement, one patrol person may provide patrol on this and adjacent projects.

## 5. **EMERGENCY MEASURES**

The table set forth below establishes work restrictions and fire precautions that the Contractor must observe at each activity level. The restrictions are cumulative at each level.

Contractor shall conform to the limitations or requirements of Project Activity Level (PAL) obtained from Forest Service before starting work each day. If practicable, Forest Service will determine the following day's activity level by 4:00 PM each afternoon. The Contractor can obtain the PAL for the following day by calling, after 4:00 PM, the following phone number **(530) 841-4588**. Activity level may be changed at any time if, in the judgment of the Forest Service, fire danger is higher or lower than predicted and such change is consistent with forest management objectives. The decision to change the activity level, and when, and how to take weather observations for that purpose, are within the discretion of Forest Service.

## PROJECT ACTIVITY LEVELS

Contractor & Forest Service may agree to a variance for operations at levels, B, C, D & Ev.

<b>Level</b>	<b>Project Activity Requirements</b>	<b>Additional Project Activity Requirements Using Hotsaw Technology (generally rotary heads operating at &gt;1100 rpm)</b>
<b>A</b>	Minimum required by Section 3	Same as Project Activity Requirements
<b>B</b>	<ol style="list-style-type: none"> <li>1. Furnish fire patrolperson. A fire patrolperson is required for mechanical operations from cessation of operations until 2 hours after operations cease or sunset, which ever occurs first</li> <li>2. Tank truck or trailer shall be on or adjacent to landing (Section 3).</li> </ol>	Same as Project Activity Requirements.
<b>C</b>	<ol style="list-style-type: none"> <li>1. Fire patrolperson is required until sunset local time.</li> <li>2. The following operations are prohibited from 1:00 PM until 8:00 PM local time: <ol style="list-style-type: none"> <li>a. Blasting</li> </ol> </li> </ol>	<p>Operations are prohibited between 1:00 PM and sunset local time. Operations may continue if they meet the following requirements:</p> <ol style="list-style-type: none"> <li>1. A fire patrolperson is required for each piece of equipment until sunset local time.</li> <li>2. Provide periodic (once per hour) inspection of areas treated that day.</li> <li>3. Provide on-board self extinguishing fire suppression system on each piece of equipment capable of extinguishing any equipment related fire or provide a portable Class A fire suppression system capable of extinguishing a 20 foot by 20 foot wildland fire within five minutes of discovery. 1/</li> </ol>
<b>D</b>	<p>All following activities may operate:</p> <ol style="list-style-type: none"> <li>1. Rubber tired skidding</li> <li>2. Chipping on roads or landings</li> <li>3. Cable yarding</li> <li>4. Loading of logs decked at landings</li> <li>5. Welding or cutting of metal only by special permit</li> <li>6. Road maintenance</li> <li>7. Culvert installation</li> <li>8. Dirt moving</li> <li>9. Helicopter Yarding</li> <li>10. Hand slash disposal</li> <li>11. Chainsaw operations on landings and roadbeds</li> </ol> <p>All other operations may continue after 1:00 PM local time, if they meet the following requirements:</p> <p>A fire patrolperson is required to walk all areas treated that day once per hour, until sunset local time. This includes chainsaw felling, metal track skidding, machines with chainsaw cutting heads and mastication equipment.</p>	Same requirements as listed in PAL C:

<b>Ev</b>	<p>All following activities may operate:</p> <ol style="list-style-type: none"> <li>1. Hauling and loading of logs decked at landings</li> <li>2. Equipment at approved sites may be serviced.</li> <li>3. Roads: Dust abatement or rock aggregate installation (does not include pit development)</li> <li>4. Chainsaw operation associated with loading</li> </ol> <p>All other operations may continue until 1:00 PM local time when Contractor and Forest Service agree to variance.</p>	<p>Operations are prohibited, except variances are permitted for operations until 1:00 PM local time when Contractor and Forest Service agree to additional precautions.</p> <p>Minimum requirements: At this level, the following types of equipment shall be immediately available within one quarter mile of the activity to quickly reach and effectively attack a fire start: tractors, skidders or other equipment with a blade capable of constructing fireline, plus PAL level D requirements.</p>
<b>E</b>	<p>The following activities may operate:</p> <ol style="list-style-type: none"> <li>1. Hauling and loading of logs decked at landings</li> <li>2. Equipment at approved sites may be service.</li> <li>3. Roads: dust abatement or rock aggregate installation (does not include pit development)</li> <li>4. Chainsaw operation associated with loading</li> </ol>	Operations are prohibited

1/ Suppression system equipment minimum requirements: 100 feet of one inch hose, minimum discharge distance of 50 feet, minimum pressure 100 PSI at discharge orifice, and sustainable for a minimum of 5 minutes.

## 6. REPORTING ALL WILD FIRES

- A. Contractor's employees shall report all fires to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address and/or telephone	Home address and/or telephone
<b>Dispatch Center</b>	<b>Klamath National Forest</b>	<b>530-842-6131 or 911</b>	
Nearest FS Station			
Inspector			
COR	David Burgess	530-468-1230	
District Ranger			
D.R. Designated Rep			

When reporting a fire, provide the following information;

Your Name;

Call back telephone number;

Project name;

Location;

Legal description (Township, Range, Section); and

Descriptive location (Reference point);

Fire Information;

Acres;

Rate of Spread; and

Wind Conditions.

- B. **Contractor's Plan Regarding Personnel.** The Contractor shall, prior to commencing work, furnish the following information relating to key personnel

<b>Title</b>	<b>Name</b>	<b>Address and/or telephone</b>
Fire Patrolperson		

**Colestine/Masterson Masticator****Detailed Unit Information**

TASK # (s)	UNIT #	ACRES	STAND TREATMENT	Leave Trees at specified DBH	LEAVE TREES PER ACRE	SPACING (FT)	TREE TYPE	STAND AGE / TPA	REMARKS
<b>1</b>	<b>505-1</b>	109 est.	<b>PCT/Release</b>  Leave tree order of preference SP-JP-IC-DF-PP. Retain up to 10 hardwoods per acre and use in leave tree per acre count.	CONIFERS > 12.0 inches  HARDWOODS > 6.0 inches	76	<b>24X24</b>	Conifer	Est. 41 / 170	<b>Protect Sensitive Plants</b>
<b>2</b>	<b>126-37</b>	27 est.	<b>PCT/Release</b>  Leave tree order of preference SP-DF-IC-PP-JP-WF. Retain up to 10 hardwoods per acre and use in leave tree per acre count.	CONIFERS > 10.0 inches  HARDWOODS > 6.0 inches	76	<b>24X24</b>	Conifer	Est. 21 / 194	
<b>2</b>	<b>126-38</b>	54 est.	<b>PCT/Release</b>  Leave tree order of preference SP-DF-IC-PP-JP-WF. Retain up to 10 hardwoods per acre and use in leave tree per acre count.	CONIFERS > 10.0 inches  HARDWOODS > 6.0 inches	76	<b>24X24</b>	Conifer	Est. 24 / 194	
<b>2</b>	<b>126-40</b>	14 est.	<b>PCT/Release</b>  Leave tree order of preference SP-DF-IC-PP-JP-WF. Retain up to 10 hardwoods per acre and use in leave tree per acre count.	CONIFERS > 10.0 inches  HARDWOODS > 6.0 inches	76	<b>24X24</b>	Conifer	Est. 23 / 170	
<b>2</b>	<b>126-41</b>	5 est.	<b>PCT/Release</b>  Leave tree order of preference SP-DF-IC-PP-JP-WF. Retain up to 10 hardwoods per acre and use in leave tree per acre count.	CONIFERS > 10.0 inches  HARDWOODS > 6.0 inches	76	<b>24X24</b>	Conifer	Est. 23 / 170	

**Colestine/Masterson Masticator****Detailed Unit Information**

TASK # (s)	UNIT #	ACRES	STAND TREATMENT	Leave Trees at specified DBH	LEAVE TREES PER ACRE	SPACING (FT)	TREE TYPE	STAND AGE / TPA	REMARKS
3	126-30	4 est.	<b>PCT/Release</b>  Leave tree order of preference SP-DF-IC-PP-JP-WF. Retain up to 10 hardwoods per acre and use in leave tree per acre count.	CONIFERS > 10.0 inches  HARDWOODS > 6.0 inches	76	24X24	Conifer	Est. 23 / 170	<b>Protect Heritage Sites</b>
3	126-31	21 est.	<b>PCT/Release</b>  Leave tree order of preference SP-DF-IC-PP-JP-WF. Retain up to 10 hardwoods per acre and use in leave tree per acre count.	CONIFERS > 10.0 inches  HARDWOODS > 6.0 inches	76	24X24	Conifer	Est. 23 / 170	
3	126-33	5 est.	<b>PCT/Release</b>  Leave tree order of preference SP-DF-IC-PP-JP-WF. Retain up to 10 hardwoods per acre and use in leave tree per acre count.	CONIFERS > 10.0 inches  HARDWOODS > 6.0 inches	76	24X24	Conifer	Est. 24 / 222	<b>Protect Heritage Sites</b>
3	126-309	17 est.	<b>PCT/Release</b>  Leave tree order of preference SP-DF-IC-PP-JP-WF. Retain up to 10 hardwoods per acre and use in leave tree per acre count.	CONIFERS > 10.0 inches  HARDWOODS > 6.0 inches	76	24X24	Conifer	Est. 24 / 170	<b>Protect Heritage Sites</b>

## **Injury and Illness Prevention Program/Safety Plan**

Every California employer is required by law to “establish, implement and maintain an effective Injury and Illness Prevention Program” (IIPP).

**\* If an employer has 10 or more employees, the IIPP must be in writing.** Employers with fewer than 10 employees can communicate to and instruct employees orally in general safe work practices with specific instructions on hazards unique to the employees’ job assignments.

At minimum, the IIPP should contain the following elements:

- Identify who has the responsibility and authority to implement the IIPP.
- A system for ensuring that employees comply with safe and healthy work practices.
- A system for communicating with employees on matters that could affect their safety and health, along with how employees can inform management of workplace hazards without fear of reprisal
- Procedures for identifying and evaluating workplace hazards including scheduled inspections
- Procedures for investigating any occupational injury or illness
- Methods for timely correction of unsafe or unhealthy conditions
- How and when you will provide training instruction

**\* MUST BE SUBMITTED TO CONTRACTING OFFICER PRIOR TO ISSUANCE OF NOTICE TO PROCEED.**



**PART IV--REPRESENTATIONS AND INSTRUCTIONS****SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

**NOTE:** Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor  
VETS-100 Reporting  
4200 Forbes Blvd., Suite 202  
Lanham, MD 20703  
Telephone: (301) 306-6752  
Website: [www.vets100.cudenver.edu](http://www.vets100.cudenver.edu)  
Reporting Questions: [HelpDesk@vets100.com](mailto:HelpDesk@vets100.com)  
Reporting Verification: [Verify@vets100.com](mailto:Verify@vets100.com)

**AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (JANUARY 2005)**

The North American Industrial classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s):	<u>All</u>
--NAICS Code	<u>115310</u>
--Size Standard	<u>\$6.5 million</u>

The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 115310.

(2) The small business size standard is \$6.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (Clause incorporated by reference in Section I)**

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ Offeror elects to waive the evaluation preference.

**SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS****FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.arnet.gov/far/](http://www.arnet.gov/far/)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

- 52.204-6 Data Universal Numbering System (DUNS) (OCT 2003)
- 52.215-1 Instructions to Offerors--Competitive Acquisition (JAN 2004)  
Alternate I (OCT 1997)
- 52.237-1 Site Visit (APR 1984)

**AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES**

- 452.204-70 Inquiries (FEB 1988)

**FAR 52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

**FAR 52.233-2 Service of Protest (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Lela Stawicki, Contracting Officer  
US Forest Service  
3644 Avtech Parkway, Suite 180  
Redding, Ca 96002

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**AGAR 452.237-71 Pre-Bid/Pre-Proposal Conference (FEB 1988)**

- (a) The Government is planning a pre-bid/pre-proposal conference, during which potential Offerors may obtain a better understanding of the work required.
- (b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference. However, Offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.
- (c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 33 of this solicitation be contacted and advised of the number of persons who will attend.
- (d) The Government assumes no responsibility for any expense incurred by an Offeror prior to contract award.
- (e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the Offeror to seek clarification prior to submitting an offer.
- (f) The conference will be held:

Date: June 8, 2006

Time: 9:00 a.m.

Location: Salmon River District Office, 11263 N. Highway 3, Fort Jones, CA 96032-9702

### **ADDITIONAL INSTRUCTIONS TO OFFERORS**

***NOTE: ALL OF THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THE OFFEROR'S PROPOSAL FOR PROPER EVALUATION. FAILURE TO DO SO MAY RESULT IN THE OFFEROR BEING CONSIDERED NONRESPONSIVE TO THE SOLICITATION.***

The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.

### **COST PROPOSAL INSTRUCTIONS**

Completion of Section B will be considered your cost proposal.

### **TECHNICAL PROPOSAL**

The proposal must clearly provide the means to evaluate the following:

#### **Technical Suitability of Personnel (address the following subfactors)**

- Relevant qualifications
- Education
- Experience

#### **Technical Approach (address the following subfactors)**

- Current contract commitments (Provide a detailed schedule addressing all activities)
- Number of available Personnel
- Equipment
- Work Schedule
- Subcontract Activity to accomplish tasks and subtasks

**Past Performance:**

Offerors shall submit a list of clients for past and present similar projects covering the past three (3) years. Provide: contact name, address, phone number, fax number, e-mail address and contract number or project name. The Government will survey these clients to obtain past performance information (quality, timeliness, cost control, business relationships, customer satisfaction) related to offeror's past work.

***THE FOLLOWING MUST BE INCLUDED WITH YOUR PROPOSAL, BUT WILL NOT BE CONSIDERED AS EVALUATION FACTORS:*****Quality Control Plan (see Section C, Paragraph C.5.1. Quality Control Plan)**

Offerors shall submit their Quality Control Plan (QCP) showing how they intend to meet Government performance standards for each task and subtask associated with this contract. The QCP shall specify:

- How quality will be monitored to ensure performance standards are met.
- How the work will be supervised.
- How results of the monitoring will result in quality performance.
- Identify the personnel responsible for performing quality control.

**Safety Plan (see Section J regarding Injury and Illness Prevention Plan)**

Offerors shall submit their Safety Plan/Injury and Illness Prevention Plan showing how they intend to perform in a safe manor and respond to medical emergencies if an accident arises:

- How accident prevention will be implemented (safety meetings).
- Ensure the proper Personal Protective Equipment will be worn for the job(s) being performed.
- Identify the personnel trained in First-Aid to respond to medical emergencies.
- What communication equipment is provided to your employees in the event of a medical emergency.

## SECTION M--EVALUATION FACTORS FOR AWARD

### FAR 52.217-7 Evaluation of Options Exercised at Time of Contract Award (JUN 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

### AWARD DETERMINATION

The Contracting Officer may make an award based on best value to the Government considering the evaluation factors stated below.

### EVALUATION FACTORS

The proposal evaluation will include technical and price factors.

The technical factor consists of three criteria: (1) Technical Suitability (2) Technical Approach, and (3) Past Performance. **The technical proposal should reflect a clear understanding of the nature of the work being performed.**

The price factor will be used to determine price reasonableness.

#### **Technical Suitability of Personnel (address the following subfactors)**

- Relevant qualifications
- Education
- Experience

#### **Technical Approach (address the following subfactors)**

- Current contract commitments (Provide a detailed schedule addressing all activities)
- Number of available Personnel
- Equipment
- Work Schedule
- Subcontract Activity to accomplish tasks and subtasks

***The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method.***

#### **Past Performance:**

Offeror's shall submit a list of clients for past and present similar projects covering the past (3) three years. Provide: contact name, address, phone number, fax number, e-mail address and contract number or project name. The Government will survey these clients to obtain past performance information (quality, timeliness cost control, business relationships, customer satisfaction) related to offeror's past work. Inquiries may be made concerning:

**Quality of past services:** How required services were met or exceeded, quality of services, conformity to the requirement, and customer satisfaction.

**Performance Schedule:** How present and past service schedules were met or exceeded, costs were controlled, and contract changes minimized.

**Working Relationship:** Responsiveness to customer requests, concerns, and timeliness of requests.

*NOTE: In accordance with FAR 15.305, in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated either favorably or unfavorably in this area, but instead will receive a neutral rating in the area of past performance.*

### **PRICE:**

**NOTE: All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.**

- a. Realism: The proposal costs will be thoroughly evaluated to determine if the proposed unit prices are realistic and representative of market prices with emphasis on economy and efficiency.
- b. Reasonableness: Unit prices will be evaluated to determine based on current/prior market conditions, reasonableness of proposed unit prices to effectively perform the project.
- c. Price Consistency: Will be evaluated to determine if costs/prices are balanced and consistent with Government cost estimates and those of other proposals.

### **AWARD OF CONTRACT**

The Government will award the contract resulting from this solicitation to that offeror: (1) whose proposal is technically acceptable and (2) whose technical/price relationship is the most advantageous to the Government. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The Government reserves the right to make price/technical trade-offs that are in the best interest and to the advantage of the Government. The Government may reject any or all offers if such action is determined to be in the best interest of the Government.